

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 77		
2. CONTRACT NO.		3. SOLICITATION NO. N00421-02-R-3154	4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 09 Oct 2002	6. REQUISITION/PURCHASE NO. N00421-AVIATION-TRAINING		
7. ISSUED BY NAVAL AIR WARFARE CENTER AD (PAX) CODE 2.5.1.4.3 BLDG 588 47253 WHALEN ROAD PATUXENT RIVER MD 20670		CODE N00421 TEL: SEE SECTION A FAX: (301) 342-1864	8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>6</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Item 8</u> until <u>15 00</u> local time <u>02 Dec 2002</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME LANELLE TRACI TURNER	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301.757.9729		C. E-MAIL ADDRESS turnerlt2@navair.navy.mil		
<b>11. TABLE OF CONTENTS</b>							
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<b>OFFER (Must be fully completed by offeror)</b>							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):							
		AMENDMENT NO.	DATE			AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY CODE				
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)			28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

**SECTION B Supplies or Services and Prices**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Test Pilot/Pilot Services CPFF		Lot		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Travel in support of CLIN 0001 COST		Lot		
				MAX COST	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Material in support of CLIN 0001 COST		Lot		
				MAX COST	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Data in accordance with DD1423		Lot		
				MAX NET AMT	
ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0101	Test Pilot/Pilot Services CPFF		Lot		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0102	Travel in support of CLIN 0101 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0103	Material in support of CLIN 0101 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0104	Data in accordance with DD1423		Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0201	Test Pilot/Pilot Services CPFF		Lot		
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	<hr/>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0202	Travel in support of 0201 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0203	Material in support of CLIN 0201 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0204	Data in accordance with DD1423		Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0301	Test Pilot/Pilot Services CPFF		Lot		
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0302	Travel in support of CLIN 0302 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0303	Material in support of CLIN 0301 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0304	Data in accordance with DD1423		Lot		
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0401	Test Pilot/Pilot Services CPFF		Lot		
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0402	Travel in support of CLIN 0401 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0403	Material is Support of CLIN 0401 COST		Lot		
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0404	Data in accordance with DD1423		Lot		
				MAX NET AMT	

CLAUSES INCORPORATED BY FULL TEXT

Period of Performance

1 February 2003 through 30 September 2007

5252.211-9503 I LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999) - ALTERNATE I (MAR 1999)  
(NAVAIR)

(a) The level of effort for the performance of this contract during the period from February 1, 2003 to September 30, 2007 is based upon an anticipated total estimated level of effort of 38320 man-hours of direct labor. The level of effort is expected to occur evenly over the contract term. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor category	Hours per year	Total hours (Base + 4 Option Years)
Senior Test Pilot	1880	9400
Test Pilot	1880	9400
Pilot (Option)	3760	18800
Administrative Assistant	144	720
Total	7664	38320

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-2, "Limitation of Funds", depending upon whether the contract is fully funded, applies to the contract, and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that, while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate in pursuit of assigned technical objectives, either upward by no more than ten (10%) percent or downward of no more than thirty (30%) of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from seventy (70%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than seventy (70%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform (but not to exceed thirty days) until the level of effort expended equals seventy (70%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total of expended man-hours is less than seventy (70%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunch time activities, or effort performed at an employee's residence or other non-work location.

(e) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed seventy-five (75%) percent of the level of effort established for the contract; or

(2) The level of effort required to perform under the contract will be greater than the level of effort established for the contract.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the contract. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than ten (10%) percent. Statutory limits as established in the Federal Acquisition Regulation shall be maintained.

(f) Within thirty days after completion of the contract, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the contract schedule, including the identification of the key employees utilized;

(2) The Contractor's estimate of the total allowable cost incurred under the contract; and

(3) In the case of a cost underrun, the amount by which the estimated cost of the contract may be reduced to recover excess funds.

(g) In the event that the incurred level of effort exceeds by three (3%) percent or less the contract requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e) above. This understand does not supersede or change subsection (e) above, whereby the contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

(End of clause)

#### 5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (JUL 1998) (NAVAIR)

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

## DESCRIPTION/SPECIFICATIONS

The contractor shall, in conformance with the Contract Provisions set forth in Sections B, D, E, F, G, H, and I furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Work Statement (Section C) and in accordance with the Contractor's proposal.

### SECTION C Descriptions and Specifications

#### STATEMENT OF WORK

##### 1.0 Background.

1.1 The Naval Air Warfare Center Aircraft Division (NAWCAD) is tasked with supporting the acquisition, development, test, evaluation and acceptance of aviation training devices and simulators. This support includes the evaluation of emergency procedure trainers (EPT), flight instrument trainers (FIT), operational flight trainers (OFT) and weapon system trainers (WST). The support includes evaluating the airframe, airframe system, mission system, flight and aerodynamic system fidelity. The support includes evaluating the motion system, visual system, and control loading system.

1.2 NAWCAD is tasked with providing engineering and technical support for the development, test, and evaluation of the H-60 and H-3 aircraft and aircraft systems.

2.0 Scope. The objective of this contract is to procure rotary wing test pilot support for NAWCAD acquisition, development, test, evaluation, and acceptance of aviation training devices and simulators and test pilot support for the development, test, and evaluation of the H-60 and H-3 aircraft and aircraft systems.

##### 3.0 Applicable Documents.

Contractor's Flight and Ground Operations, NAVAIRINST 3710.1D, 10 January 2002.

NATOPS General Flight and Operating Instructions, OPNAVINST 3710.7S, 15 November 2001.

Project Test Plans Policy and Process for Testing Air Vehicles, Weapons, and Installed Systems, NAVAIRINST 3960.4A, 8 June 1999.

Report Writing Guide for Flight Test and Engineering Group Reports, FTEG-TID-94-1-RWG, 1 March 1994.

Naval Test Wing Atlantic General Flight and Operating Instructions, NAVTESTWINGLANTINST 3710.1B, 12 March 2002.

Standard Operating Procedures (SOP), RWINST 3710.15F, 11 June 2001.

##### 4.0 Requirements

4.1 Provide test pilot support for NAWCAD acquisition, development, test, evaluation, and acceptance of simulators including OFTs, WSTs, and other aviation training devices. Provide test pilot support for new acquisitions and modifications to existing simulators and aviation training devices. Contractor support shall include the following:

4.1.1 Attend simulator system requirements reviews (SRR), preliminary design reviews (PDR), critical design reviews (CDR), design working groups (DWG), and other meetings. Provide technical analysis of issues presented at the meetings. Report meeting results, analysis of significant issues, and recommendations in a trip report to the cognizant government engineer IAW CDRL A001.



4.1.2 Review simulator documents including specifications, statements of work (SOW), math model reports (MMR), trainer criteria reports (TCR), trainer test procedures and results reports (TTPRR), engineering change proposals (ECP), and other simulator documents. Review documents for completeness, accuracy, and compliance with the applicable Data Item Description (DID). Simulator documents will be provided as government furnished information. Report results of the document review and recommendations in a report to the cognizant government engineer IAW CDRL A002.

4.1.3 Provide planning for simulator test and evaluations including developmental test (DT), pilot qualitative evaluation (QE), preliminary evaluation (PE), government preliminary inspection (GPI), government final inspection (GFI), and other simulator tests. Planning shall consist of determining scope of test, data requirements, data acquisition methods, data reduction methods, and resources required. Report results of test planning and recommendations in a report to the cognizant government engineer IAW CDRL A002. Provide draft simulator test plans to the cognizant government engineer IAW CDRL A003.

4.1.4 Provide test pilot support for simulator tests and evaluations including DT, QE, PE, GPI, GFI, and other simulator tests. Tests shall be conducted at the simulator manufacture's plant, government training sites, and other sites as required. Report test results in a trip report to the cognizant government engineer IAW CDRL A001 and in a draft test report to the cognizant government engineer IAW CDRL A004.

4.2 Provide test pilot/pilot support for NAWCAD flight and ground tests, administrative flights, and training flights. Provide test pilot/pilot support for performance, flying qualities, ordnance, and airborne systems flight and ground tests. Provide test pilot/pilot support for functional check flights (FCF), hazardous electronic radiation to ordnance (HERO) tests, EMV, EMC, EMI, and EMP tests. Provide test pilot/pilot support at NAS Patuxent River and remote locations as required. Report flight and ground test results in a daily flight report to the cognizant government engineer IAW CDRL A005 and report FCF results to maintenance control in a completed FCF checklist IAW CDRL A006.

4.2.1 The test pilot/pilot shall achieve and maintain qualification in the H-60, H-3 or other aircraft as assigned. The contractor test pilot/pilot shall achieve and maintain aviation physiology and water survival qualifications IAW NAVAIRINST 3710.1. NAWCAD shall provide the facilities and assets required to achieve and maintain these qualifications.

## **PERSONNEL QUALIFICATIONS**

The contractor is required to provide personnel having the following level of education, professional and technical experience. The specialized experience included as part of the required qualifications shall have been obtained in the field of endeavor indicated by the labor category listed below.

### **KEY LABOR CATEGORY**

#### **Senior Test Pilot**

Education: Graduate of USNTPS Rotary Wing Flight mechanics curriculum or equivalent at a military test pilot school.

Licenses Required: FAA Commercial Pilot Certificate with Rotorcraft-Helicopter and Instrument Helicopter ratings and FAA 2<sup>nd</sup> Class Medical Certificate.

Citizenship: U.S. citizenship.

Clearance: Secret clearance is required.

Experience:

a. Fifteen years test pilot experience.

- b. Qualified H-60 and H-3 helicopter aircraft commander (HAC), functional check flight (FCF) pilot, stores carriage and separation pilot, and pilot in command for Category C flight tests.
- c. 3000 rotary wing flight hours including flight time in all of the following aircraft: H-60A/B/F/H/J/L/N/R/S and H-3A/D/H.
- d. Night Vision Device (NVD) / Night Vision Goggle (NVG) Phase III qualified.
- e. Experience in the following:
  - Review of simulator documentation including specifications, SOW, MMR, TCR, TTPRR.
  - Providing technical analysis of issues presented at SRR, PDR, CDR, and DWG.
  - Conduct of simulator evaluations including DT, QE, PE, GPI, and GFI.
  - Planning, conducting, and reporting helicopter performance, flying qualities, and mission system test programs.
  - Coordinating test facilities and assets, identifying test instrumentation requirements, evaluating, interpreting test data, conducting briefings, and preparing conclusions and recommendations based on test results.

### **Test Pilot**

Education: Graduate of USNTPS Rotary Wing Flight mechanics curriculum or equivalent at a military test pilot school.

Licenses Required: FAA Commercial Pilot Certificate with Rotorcraft-Helicopter and Instrument Helicopter ratings and FAA 2<sup>nd</sup> Class Medical Certificate.

Citizenship: U.S. citizenship.

Clearance: Secret clearance is required.

#### **Experience:**

- a. Five years test pilot experience.
- b. Qualified H-60 and H-3 HAC.
- c. 2000 rotary wing flight hours.
- d. Experience in the following:
  - Planning, conducting, and reporting helicopter flight and ground test programs.
  - Coordinating test facilities and assets, identifying test instrumentation requirements, evaluating, interpreting test data, conducting briefings, and preparing conclusions and recommendations based on test results.

### **NON-KEY LABOR CATEGORY**

#### **Pilot**

Licenses Required: FAA Commercial Pilot Certificate with Rotorcraft-Helicopter and Instrument Helicopter ratings and FAA 2<sup>nd</sup> Class Medical Certificate.

Citizenship: U.S. citizenship.

Clearance: Secret clearance is required.

#### **Experience:**

- a. Five years pilot experience providing pilot support.
- b. Qualified H-60 HAC.
- c. 1000 rotary wing flight hours.
- d. Experience in the following:
  - Pilot support for operational, administrative, and training flights.

**Administrative Assistant**

Education: High school graduation or equivalency certification.

Experience: One year of experience that exhibits the knowledge, skill, and ability to perform the following administrative functions:

Conducting administrative and record keeping aspects of engineering or technical project/programs. Applying knowledge of office management, methods, or procedures in producing and maintaining documents, correspondence, records, or directives. Working in regard to matters such as project/program progress and status documentation, budgets, finance, property accounting, or personnel management.

**SECTION D Packaging and Marking****CLAUSES INCORPORATED BY FULL TEXT****5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded;
- (5) Name, code and activity of sponsoring individual.

**5252.247-9508 PROHIBITED PACKING MATERIALS (JUN 1998) (NAVAIR)**

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

**MARKING OF SHIPMENTS (MILITARY PACKAGED ITEMS AND/OR ITEMS ENTERING THE DEFENSE TRANSPORTATION SYSTEM)**

(a) Marking shall be in accordance with MIL-STD-129, "Marking of Shipment and Storage".

(b) Additional marking required are stated below: (If None, so state)

None

**SECTION E Inspection and Acceptance**

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0101	Destination	Government	Destination	Government
0102	Destination	Government	Destination	Government
0103	Destination	Government	Destination	Government
0104	Destination	Government	Destination	Government
0201	Destination	Government	Destination	Government
0202	Destination	Government	Destination	Government
0203	Destination	Government	Destination	Government
0204	Destination	Government	Destination	Government
0301	Destination	Government	Destination	Government
0302	Destination	Government	Destination	Government
0303	Destination	Government	Destination	Government
0304	Destination	Government	Destination	Government
0401	Destination	Government	Destination	Government
0402	Destination	Government	Destination	Government
0403	Destination	Government	Destination	Government
0404	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-3 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (MAR 2001)

(a) Definitions. As used in this clause--

“Contractor’s managerial personnel,” as used in this clause, means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at a plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies," includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government

shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

#### 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

#### 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

#### 5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (MAR 1999) (NAVAIR)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by .

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD Form 250, Material Inspection and Receiving Report. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

#### 5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled **TBD**. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

#### 5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (SEP 1999) (NAVAIR)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in

this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5520.22M.

## SECTION F Deliveries or Performance

### DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-FEB-03 TO 30-SEP-03	Lot		Dest.	N00421 NAVAL AIR WARFARE CENTER AD (PAX) ROBERT M. RISER / AEROSPACE ENGINEER CODE 4.11.6.2 BLDG 111 22755 SAUFLEY RD. PATUXENT RIVER MD 20670
0002	POP 01-FEB-03 TO 30-SEP-03	Lot		Dest.	Same as CLIN 0001
0003	POP 01-FEB-03 TO 30-SEP-03	Lot		Dest.	Same as CLIN 0001
0004	POP 01-FEB-03 TO 30-SEP-03	Lot		Dest.	Same as CLIN 0001
0101	POP 01-SEP-03 TO 31-AUG-04	Lot		Dest.	Same as CLIN 0001
0102	POP 01-SEP-03 TO 31-AUG-04	Lot		Dest.	Same as CLIN 0001
0103	POP 01-SEP-03 TO 31-AUG-04	Lot		Dest.	Same as CLIN 0001
0104	POP 01-SEP-03 TO 31-AUG-04	Lot		Dest.	Same as CLIN 0001
0201	POP 01-SEP-04 TO 31-AUG-05	Lot		Dest.	Same as CLIN 0001
0202	POP 01-SEP-04 TO 31-AUG-05	Lot		Dest.	Same as CLIN 0001
0203	POP 01-SEP-04 TO 31-AUG-05	Lot		Dest.	Same as CLIN 0001
0204	POP 01-SEP-04 TO 31-AUG-05	Lot		Dest.	Same as CLIN 0001
0301	POP 01-SEP-05 TO 31-AUG-06	Lot		Dest.	Same as CLIN 0001
0302	POP 01-SEP-05 TO 31-AUG-06	Lot		Dest.	Same as CLIN 0001
0303	POP 01-SEP-05 TO 31-AUG-06	Lot		Dest.	Same as CLIN 0001
0304	POP 01-SEP-05 TO 31-AUG-06	Lot		Dest.	Same as CLIN 0001
0401	POP 01-SEP-06 TO 31-AUG-07	Lot		Dest.	Same as CLIN 0001
0402	POP 01-SEP-06 TO 31-AUG-07	Lot		Dest.	Same as CLIN 0001
0403	POP 01-SEP-06 TO 31-AUG-07	Lot		Dest.	Same as CLIN 0001

0404 POP 01-SEP-06 TO Lot  
31-AUG-07

Dest. Same as CLIN 0001

CLAUSES INCORPORATED BY REFERENCE:

5252.232-9504 Instructions to Paying Office (May 1998)

MAY 1998

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and



(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

- (1)(i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(End of clause)

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
  - (i) Noncommercial items; or
  - (ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

5252.211-9507 PERIOD OF PERFORMANCE (MARCH 1999) (NAVAIR)

(a) The contract shall commence on February 1, 2003 and shall continue to September 30, 2003. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.247-9505 TECHNICAL DATA AND INFORMATION (FEB 1995) (NAVAIR)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit **TBD**, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code .

(2) ACO, Code .

(insert additional code addresses, as necessary)

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

## 5252.247-9515 PLACE OF DELIVERY: ORIGIN OR DESTINATION (MAR 1999) (NAVAIR)

(a) Bids or offers are invited on the basis of BID/OFFER (F.O.B. origin) or BID/OFFER (F.O.B. destination or ports of loading) or BOTH and they will be evaluated for award on the basis of the lowest overall cost to the Government.

(b) BID/OFFER F.O.B. ORIGIN ☐ YES ☒ NO

The articles to be furnished hereunder shall be delivered in accordance with FAR 52.247-29 entitled "F.O.B. Origin", free of expense to the Government at the Government's option, F.O.B. carrier's equipment, wharf, or freight station located at or near:

*Bidder/offeror must insert shipping point, including street address, city, state and zip code, or exact location of private siding or nearest rail terminal from which rail shipment will be made together with the name of the serving railroad.*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

for shipment at Government expense, except as provided in FAR 52.247-29(c) , to the following destination:

The mode of transportation, type of vehicle and exact place of delivery at or near F.O.B. origin point named above shall be specified by the Government at the time of shipment.

(c) BID/OFFER F.O.B. DESTINATION ☒ YES ☐ NO

The articles to be furnished hereunder shall be delivered, all transportation charges paid by the contractor as provided in FAR 52.247-34, to HX-21 Squadron, Naval Air Warfare Center AD, Patuxent River, Maryland 20670.

## PLACE OF PERFORMANCE

The services to be performed herein shall be performed at HX-21 Squadron, Naval Air Warfare Center AD, Patuxent River, Maryland 20670.

**SECTION G Contract Administration Data**

## CLAUSES INCORPORATED BY FULL TEXT

## 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**5252.201-9501      DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) (OCT 1994) (NAVAIR)**

(a) The Contracting Officer has designated [insert name, mailing address, code and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

(End of clause)

**5252.232-9001      SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

TBD

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to COR. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 14 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN).
- (2) Subline item number (SLIN).
- (3) Accounting Classification Reference Number (ACRN).
- (4) Payment terms.
- (5) Procuring activity.
- (6) Date supplies provided or services performed.
- (7) Costs incurred and allowable under the contract.

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

☒ is required with each invoice submittal.

☐ is required only with the final invoice.

☐ is not required.

(f) A Certificate of Performance

☒ shall be provided with each invoice submittal.

☐ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

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(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999) (NAVAIR)

(a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to \_\_\_\_\_.

(b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_.

(c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS  
(MAR 2000) (NAVAIR)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel

Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.232-9510 PAYMENT OF FIXED FEE (SEP 1999) (NAVAIR)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than at the time of each provisional payment on account based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort". Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

b) In the event of discontinuance of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order thereunder.

(End of clause)

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT. (FEB 2000) (NAVAIR)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.242-9511 CONTRACT ADMINISTRATION DATA (MAR 1998) (NAVAIR)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302, DFARS 242.302 and the Navy Acquisition Procedures Supplement 5242.302) are assigned to:

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by , the contract administration office may assign an alpha-numeric ACRN (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O"), (see DFARS 204.7101).

(4) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

(b) PCO Quality Assurance Representative. Any quality assurance questions, comments, problems, recommendations, etc., which cannot be resolved at the Administrative Contracting Officer (ACO) Quality Assurance Representative (QAR) level should be communicated to the Procuring Contracting Officer (PCO) QAR designated below:

(c) Paying Office. The disbursing office which will make payments is designated as follows:

(d) Remittance Address. The address to which payments should be mailed by the Government is:

5252.242-9513 ACCOUNTING AND APPROPRIATION DATA (FEB 1995) (NAVAIR)

The applicable accounting and appropriation data is as follows:

#### PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information when applicable:

(1) Identification Elements

- (i) Contract, Invoice and Control Numbers
- (ii) Contractor's Name and Address
- (iii) Date of Report
- (iv) Reporting (invoicing) Period



## (2) Description Elements

- (i) Number of labor hours by labor categories as awarded per contract line item.
- (ii) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
- (iii) Labor hours, by labor category anticipated to be required for completion of contract.
- (iv) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, and total number of travelers.
- (v) List of materials and other direct cost items expended in performance of the contract during the reporting period.
- (vi) The same information as specified in a. through e. above is required for only subcontractor performance on the contract.
- (vii) The total cost incurred to date, data status and delivery status.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported per performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to NAVAIR, Contracts, Attn: Contracting Officer Code 25143, and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

**SECTION H Special Contract Requirements****CLAUSES INCORPORATED BY FULL TEXT****52.246-23 LIMITATION OF LIABILITY (FEB 1997)**

(a) Except as provided in paragraphs (b) and (c) below, and except for remedies expressly provided elsewhere in this contract, the Contractor shall not be liable for loss of or damage to property of the Government (excluding the supplies delivered under this contract) that (1) occurs after Government acceptance of the supplies delivered under this contract, and (2) results from any defects or deficiencies in the supplies.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, the supplies results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through purchase or use of the supplies required to be delivered under this

contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects or deficiencies in, the supplies delivered under this contract.

252.228-7002 AIRCRAFT FLIGHT RISKS (SEP 1996)

(a) Definitions. As used in this clause--

(1) Aircraft, unless otherwise provided in the Schedule, means--

(i) Aircraft furnished by the Contractor under this contract (either before or after Government acceptance); or

(ii) Aircraft furnished by the Government to the Contractor, including all Government property placed on, installed or attached to the aircraft; provided that the aircraft and property are not covered by a separate bailment agreement.

(2) Flight means any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) For land-based aircraft, flight begins with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) For seaplanes, flight begins with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) For helicopters, flight begins upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) For vertical take-off aircraft, flight begins upon disengagement from any launching platform or device and continues until the aircraft has been reengaged to any launching platform or device.

(3) Flight crew members means the pilot, co-pilot, and unless otherwise provided in the Schedule, the flight engineer, navigator, bombardier-navigator, and defense systems operator as required, when assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(b) This clause takes precedence over any other provision of this contract (particularly paragraph (g) of the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause).

(c) Unless the flight crew members previously have been approved in writing by the Government Flight representative, who has been authorized in accordance with the combined regulation entitled "Contractor's Flight and Ground Operations" (Air Force Regulation 55-22, Army Regulation 95-20, NAVAIR Instruction 3710.1C, and Defense Logistics Agency Manual 8210.1), the Contractor shall not be--

(1) Relieved of liability for damage, loss, or destruction of aircraft sustained during flight; or

(2) Reimbursed for liabilities to third persons for loss or damage to property or for death or bodily injury caused by aircraft during flight.

(d)(1) The loss, damage, or destruction of aircraft during flight in an amount exceeding \$100,000 or 20 percent of the estimated cost of this contract, whichever is less, is subject to an equitable adjustment when the Contractor is not liable under--

(i) The Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause, and

(ii) Paragraph (c) of this clause.

(2) The equitable adjustment under this contract for the resulting repair, restoration, or replacement of aircraft shall be made--

(i) In the estimated cost, the delivery schedule, or both; and

(ii) In the amount of any fee to be paid to the Contractor.

(3) In determining the amount of equitable adjustment in the fee, the Contracting Officer will consider any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction.

(4) Failure to agree on any adjustment shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(e) The Contractor agrees to be bound by the operating procedures contained in the combined regulation entitled "Contractor's Flight and Found Operations" in effect on the date of contract award.

(End of clause)

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (JUL 1998)

(a) Purpose. The primary purpose of this clause is to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as the "contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity.

(1) The restrictions set forth in paragraph (c) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor which performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions applicable to preparing and furnishing specifications/statements or work or Advisory Assistance Services shall be submitted in writing and shall set forth all relevant factors in support of the request for a waiver including proposed contractual safeguards or job procedures to mitigate conflicting roles which might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in Federal Acquisition Regulation (FAR) 2.

(3) "Systems Engineering" (SE) is as defined in FAR 9.505-1(b).

(4) "Technical direction" (TD) is as defined in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and technical direction or other services performed under this contract for a period after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be competitively acquired, the contractor shall not be allowed to furnish these items or their major components including software either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or one of several contractors involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. The head of the agency shall determine if sufficient personnel with the requisite training and capabilities are available within the agency to perform the evaluation or analysis of proposals. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.(FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (e) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, by applicable statutes or by applicable regulations.

(g) Warranty Against Existing Conflict of Interest. The contractor warrants that neither the prime contractor nor any first tier subcontractors have any contracts with or any interests in a weapons system supplier referenced in paragraph (b)(2) above, other than those disclosed pursuant to the clause, "Organizational Conflicts of Interest

Certification” of this solicitation. The contractor recognizes that during the term of this contract, additional weapons system suppliers may be identified. In such an event, the contractor agrees to disclose to the Government information concerning any contract or interest between the contractor and its affiliates and any weapons system supplier if the contractor or interest arises during the term of this contract. Such information must include:

- (1) the identify of the weapons system supplier;
- (2) a description of the work to be performed under the contract with the weapons system supplier;
- (3) the dollar amount of the contract or interest;
- (4) the period of performance.

5252.210-9501      AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (APR 1998) (NAVAIR)

(a) Ordering Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are stocked at the Navy Publishing and Printing Service Office (NPPSO), Philadelphia, Pennsylvania. Requests for individual DIDs and UDIDs or the AMSDL will be honored from private industry and from individuals. Requests may be made using the automated telephone request service known as TeleSpecs by dialing (215) 697-1187, 8:00 a.m. to 8:00 p.m. (EST), Monday through Friday. If a customer number has not been previously assigned, requester must call the Special Assistance Desk at (215) 697-2667/2179 before using the TeleSpec service. Requests may also be made by mail or FAX in any form, although it is preferred that the DoD Specification and Standards Requisition, DD Form 1425, be used. Customers will be automatically provided with sufficient blank requisitions for future orders, once an order has been placed. In addition, the DD Form 1425 may be obtained through supply channels of the cognizant military activity. All requests should include the following information:

- (1) Customer number or Commercial and Government Entity (CAGE) number.
- (2) Complete mailing address.
- (3) Each desired AMSDL, DID or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L).
- (4) The quantity of documents desired. The maximum quantity issued per item is five (5). Mail orders to: DODSSP, Standardization Document Order Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094. Fax orders to: (215) 697-1462.

(b) Ordering Complete Sets of DIDs. Complete sets of DIDs or UDIDs are available for a fee.

(c) Subscriptions. A subscription service is available to private industry for a yearly fee. Upon payment of the subscription fee, the subscriber will receive one copy of any new or revised unrestricted and unclassified DID or UDID for a one year period after the effective subscription date. The AMSDL is included with this subscription. Requests for subscriptions must be accompanied by a check or money order in the above amount payable to the Treasurer of the United States. Requests may be mailed to: DODSSP, Subscription Service Desk, 700 Robbins Avenue, Bldg. 4D, Philadelphia, PA 19111-5094.

(d) Availability of Canceled DIDs. NPPSO supplies only the current version of DIDs. Superseded or canceled documents must be requested through the procurement or Contracting Officer of the military activity citing the need for the document.

5252.211-9502      GOVERNMENT INSTALLATION WORK SCHEDULE (OCT 1994) (NAVAIR)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed by the assigned Government employees at the using activity.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (OCT 1994) (NAVAIR)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data) which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9501 LIABILITY INSURANCE (MAR 1999) (NAVAIR)

The following types of insurance are required in accordance with the clause entitled, "Insurance - Work on a Government Installation", and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$20,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (APR 1985) (NAVAIR)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

- (a) the amount available for payment and allotted to this incrementally funded contract is \$        ;
- (b) the items covered by such amount are Item(s)        ; and
- (c) the period of performance for which it is estimated the allotted amount will cover is        .

5252.237-9501 ADDITION OR SUBSTITUTION OF PERSONNEL (SERVICES) (SEP 1999) (NAVAIR)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or maternity leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".



(End of clause)

5252.237-9503

**ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI)  
SERVICES (SEP 2000)**

- (a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."
- (b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.
- (c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

## 5252.242-9502 TECHNICAL DIRECTION (MAR 1999) (NAVAIR)

- (a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Technical Representative (COTR).
- (b) Each TDL shall be in writing and shall include, as a minimum, the following information:
  - (1) Date of TDL;
  - (2) Contract and TDL number;
  - (3) Reference to the relevant section or item in the statement of work;
  - (4) Signature of COTR.
- (c) Each TDL issued hereunder is subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes to such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.
- (d) When in the opinion of the contractor a technical direction calls for effort outside the contract statement of work, the contractor shall notify the COTR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.
- (e) Oral technical directions may be given by the COTR only in emergency circumstances, and provided that any oral technical direction given is reduced in writing by the COTR within two (2) working days of its issuance.
- (f) Amendments to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.
- (g) Any effort undertaken by the contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)  
(NAVAIR)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

47253 Whalen Road, Bldg 588, Suite 2, Patuxent River, MD 20670  
301-757-9742

## SECTION I Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-7	Alternatives to Government-Unique Standards	NOV 1999
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	FEB 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.225-11	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements	FEB 2002
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997

52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	AUG 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7013	Rights In Technical Data--Noncommercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.246-7001	Warranty Of Data	DEC 1991
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996
252.251-7000	Ordering From Government Supply Sources	MAY 1995

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)—ALTERNATE I (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document,

unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format:

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five

(5) years.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARA.HTM>

#### 252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)

- (a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.
- (b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

#### SECTION J List of Documents, Exhibits and Other Attachments

DOCUMENT TYPE	DESCRIPTION	DATE
Exhibit (a)	DD1423-1	7-Oct-02
Exhibit (b)	DD1423-2	7-Oct-02
Exhibit (c)	DD1423-3	7-Oct-02
Attachment 1	Personnel Data Form Instructions	7-Oct-02
Attachment 2	Sample Forwarding Letter for PP	7-Oct-02
Attachment 3	Performance Information Form	7-Oct-02
Attachment 4	Disclosure of Lobbying Activities	7-Oct-02

Attachment 5	Government Furnished Property	7-Oct-02
Attachment 6	DD254	7-Oct-02
Attachment 7	Manpower Utilization Matrix	7-Oct-02

## **SECTION K Representations, Certifications and Other Statements of Offerors**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### **52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.



(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.211-6 BRAND NAME OR EQUAL (AUG 1999)

(a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.

(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must--

(1) Meet the salient physical, functional, or performance characteristic specified in this solicitation;

(2) Clearly identify the item by--

(i) Brand name, if any; and

(ii) Make or model number;

(3) Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and

(4) Clearly describe any modifications the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modifications.

(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.

(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330 (insert NAICS code).

(2) The small business size standard is \$23.0 million (insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

#### 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official  
Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal  
Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

### 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.



(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

**252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

**252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)**

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

**SECTION L Instructions, Conditions and Notices to Bidders**

**CLAUSES INCORPORATED BY REFERENCE:**

52.233-2	Service Of Protest	AUG 1996
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998

**CLAUSES INCORPORATED BY FULL TEXT**

**I. PROPOSAL CONTENT REQUIREMENTS**

Each Offeror must submit an offer and other written information in accordance with these instructions to be eligible for award.

**Questions:** Offerors may submit questions concerning, or request clarification of, any aspect of this Request for Proposal (RFP). **All questions shall be provided via electronic mail (email) to the following address: turnerlt2@navair.navy.mil.** Comments and questions must reference RFP N00421-02-R-3154. Proprietary data submitted in response to this solicitation will be protected when so designated on the submitted material. Acknowledgment of receipt of questions will be made via email. **No questions asked via telephone shall be accepted.**

**Evaluation Phases:** Offerors will be evaluated as follows:

General Information (Volume I)  
Key Personnel (Volume II)  
Technical (Volume III)  
Past Performance (Volume IV)  
Management (Volume V)  
Cost (Volume VI)

**A. Offerors shall submit proposals in SIX (6) separate volumes as follows:**

**Volume I - General Information:** Include a completed and signed Standard Form 1447 (Solicitation/Contract), the completed Supplies or Services and Prices/Costs (Section B of this RFP), the completed and signed Representations, Certifications and other Statements of Offerors or Respondents (Section K of this RFP), all other applicable fill-ins, Subcontractor's Size Certification for all subcontractors, signed copies of all Amendments to the solicitation, a Statement of Responsibility, and a Small Business Subcontracting Plan.

**Volume II - Key Personnel:** Include PDFs for Key Labor Categories and be prepared in accordance with the instructions found under this instruction "Content of Proposals - Best Value." **Note:** This volume shall not contain any reference to cost aspects of the offer.

**Volume III - Technical Proposal:** Include all data and information required for the technical evaluation of the Sample Task responses. **Note:** This volume shall not contain any reference to cost aspects of the offer.

**Volume IV - Past Performance:** Include all data and information required for the Past Performance evaluation, and prepare in accordance with instructions found under this instruction, "Content of Proposals - Best Value." **Note:** This volume shall not contain any reference to cost aspects of the offer.

**Volume V - Management Approach:** Also include all data and information required for management evaluation of the Management Plan, Manpower Utilization Matrix (Attachment 7), Small Business Subcontracting Strategy and prepare in accordance with instructions found under this instruction "Content of Proposals - Best Value." **Note:** This volume shall not contain any reference to cost aspects of the offer.

**Volume VI - Cost Proposal:** Include the completed cost information required in this instruction, "Content of Proposal - Best Value."

**NOTE:** Offerors must respond to all requirements of the solicitation document. Offers submitted with inadequate technical or cost data may be found unacceptable. Offerors are cautioned not to alter the solicitation document (other than completing the appropriate "fill-in" blocks and certifications). Offerors shall not include CLASSIFIED material in the volumes. Although Offerors need not respond to all parts of the solicitation, proposals will be evaluated on their totality—not by division.

**B. PROPOSAL SUBMISSION DATES**

- Volume I (General Information) shall be submitted on 2 Dec 2002 by 3:00PM ET.
- Volume II (Key Personnel) shall be submitted on 2 Dec 2002 by 3:00PM ET.
- Volume III (Technical) shall be submitted on 2 Dec 2002 by 3:00PM ET.

- Volume IV (Past Performance) shall be submitted on 8 Nov 2002 by 3:00PM ET.
- Volume V (Management) shall be submitted on 2 Dec 2002 by 3:00PM ET.
- Volume VI (Cost) shall be submitted on 2 Dec 2002 by 3:00PM ET.

**\*\*Failure to submit any of the above Volumes by the dates established for receipt of each Volume will cause the proposal to be rejected in its entirety\*\***

### **C. PROPOSAL FORMAT AND CONTENT**

Offerors shall submit proposals to the address indicated in Block 7 of the Standard Form 1447.

This section specifies the format and content that offerors shall use for proposals responding to this RFP. The intent is not to restrict the Offerors in the manner in which they will perform their work but rather to maximize efficiency, to ensure a certain degree of uniformity in the format of the responses for evaluation purposes, and to minimize the time required for proposal evaluation. A proposal submitted in response to this solicitation must consist of six separate volumes: General Information, Key Personnel, Technical, Past Performance, Management, and Cost. The Key Personnel, Technical, Past Performance, and Management volumes must not contain any contract price or cost information except as indicated below.

The completion and submission to the Government of an offer (proposal) will indicate the Offeror's unconditional agreement to the items and conditions in this RFP. Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specification terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they take exception. In evaluating an Offeror's capability, the Government will consider how well the Offeror complied with the instructions in this RFP.

The Government intends to award contracts under this RFP without discussions, as permitted by FAR Clause 52.215-1. Therefore, any Offeror planning to take exception to a term or condition of the RFP or requiring an explanation of any aspect of these instructions is strongly encouraged to contact the Contracting Officer prior to submitting an offer. However, the Government reserves the right to conduct discussions and to permit Offerors to revise their proposals. An Offeror may eliminate a deficiency in its offer only through discussions, as defined in FAR 15.001 and prescribed in FAR 15.306. The Government also reserves the right to change any of the terms and conditions of this RFP by amendment at any time prior to contract award and to allow Offerors to revise their offers accordingly, as authorized by FAR 15.206.

Each volume must be separately bound in a three-ring, loose-leaf binder. Any data previously submitted in response to another solicitation will be assumed unavailable to the Government; and this data must not be incorporated into the technical proposal by reference. Proposals shall be submitted as follows:

<b><u>Identification</u></b>	<b><u>Number of Copies</u></b>	<b><u>Page Limitation</u></b>
<b>Volume I – General Information</b>	2 – Electronic 1 – Original 1 – Copy	1 Page Summary* Unlimited No Limit on Subcontracting Plan
<b>Volume II – Key Personnel</b>	2 – Electronic 1 – Original 6 – Copies	1 Page Summary* Unlimited Personnel Data Forms
<b>Volume III – Technical</b>	2 – Electronic 1 – Original	1 Page Summary* Unlimited

6 – Copies (paper)

<b>Volume IV – Past Performance</b>	2 – Electronic 1 – Original 3 – Copies	1 Page Summary* Unlimited
<b>Volume V – Management Approach</b>	Mgmt 6 – Copies (paper) 2 -- Electronic	Written Manpower Utilization Matrix Written Small Business Subcontracting Strategy (unlimited) 1 Page Summary*
<b>Volume VI – Cost</b>	2 – Electronic** 1 – Original (paper)** 4 – Copies (paper)	1 Page Summary* Unlimited

\* Since Offerors are required to bid on the entire effort, all Offerors shall include a One (1) Page Summary Sheet with each Volume.

\*\* If there are any inconsistencies between the paper and electronic versions in the Cost Volume, the paper version will be considered the valid submittal.

**1. Written Proposals.** Proposals must be legible, single spaced, typewritten (on one side only), in a font size not smaller than 10 or larger than 14 characters per inch, on paper not larger than eight and a half by eleven (8.5 x 11) inches and not to exceed the page limits established herein. Pages shall be consecutively numbered. Margins must be one and a quarter (1.25) inches for left margin, and one (1) inch for right, top, and bottom margins. Size of the pages must be uniform, however, some fold out charts or diagrams may be used. Fold out pages up to size eleven by seventeen (11 x 17) inches may be used for diagrams, charts or graphic material with type size(s) left to the discretion of the Offeror. If proposal sections exceed the limitations set forth herein, excess text will be removed from the back of that section and not evaluated. The One (1) Page Summary Sheet, mentioned above, and the Table of Contents and Cover Sheet, detailed below, will not count towards the maximum allowable page totals. Information provided on tabs and/or dividers will not be evaluated and will not count towards the maximum allowable page totals. Fold out pages (11 x 17) used for diagrams, charts, or graphic materials will count as one page. NOTE: There is no limitation on number of pages, page format, or font size for Volume V – Cost.

(a) **Table of Contents.** The Table of Contents shall provide sufficient detail so the important elements can be easily located. Use tabs and dividers to indicate the important elements.

(b) **Cover Sheet.** The proposal Cover Sheet will include all information required below plus identification of copies bearing original authorizing signatures (11 x 17 fold out page is acceptable). The cover sheet page in each volume shall include the following information:

- Title of proposal
- Volume (General Information, Key Personnel, Technical, Past Performance, Management, or Cost)
- Volume number (I, II, III, IV, V, VI)
- Solicitation number
- Name, address, point of contact, electronic mail (email) address, telephone, and fax numbers of the Offeror
- Name, address, point of contact, email address, telephone and fax numbers of any proposed subcontractors
- Commercial and Government Entity (Cage) Code, Taxpayer Identification Number (TIN), and Data Universal Numbering System (DUNS) number for the prime and any proposed subcontractors.

- Identification of the original copy of each volume bearing original authorization signatures
- Serial number/copy number
- Offeror's assigned proposal number (if applicable)
- Name, address, point of contact, email address, telephone, and fax numbers of the cognizant Defense Contract Audit Agency (DCAA) auditor, Administrative Contracting Officer (ACO) and Defense Contract Management Agency (DCMA), and Defense Financial Accounting Service (DFAS) for the prime and any proposed subcontractors

## **2. Electronic Media Requirements**

***All written material must be provided via electronic media on virus free disks.*** Electronic data must be submitted on CD-ROM in an IBM-Compatible format. Proposals will be reviewed using Microsoft Word for Windows (Office 97 version) and Microsoft Excel for Windows (Office 97 version). The submitted electronic proposals must be readable in these specified formats. Any later version of Microsoft is not acceptable. To save files created using later versions of Microsoft in the 97 format, click on File, Save As, then click on the drop down menu under Save As Type and select the "Word 97 & 6.0/95-RTF" choice. It is recognized that some formats may change as a result of this instruction. Offerors are reminded that evaluation will be based on proposal content, as stated in Section M, and Offerors will not be penalized for formatting changes as a result of saving in 97 version. Offerors may submit all proposals but cost in alternate formats (such as Adobe Acrobat), provided that an appropriate DOS/Windows viewer is provided to the Government. If the offeror elects to use such an alternate, the viewer must be provided on a separate CD-ROM or CD ROMs, clearly identified. The Offeror shall submit Cost proposals in Microsoft Excel 97. If desired, the Offeror may submit narrative information for Cost proposals in Microsoft Word 97. Both the contractor's and subcontractor(s)' cost proposal need be submitted.

Each CD-ROM shall be marked with the offeror's name, the solicitation number, submission, volume number(s), software used, and the names and description of all files included on that diskette. Two sets of CD-ROM shall be submitted. One set shall be marked "MASTER" and the second shall be marked "BACKUP." Each set of CD-ROM shall be separately wrapped in commercially available, industry-standard electrostatic discharge (ESD) sensitive packaging.

4. All volumes must be submitted in a sealed package, and be clearly marked with the solicitation number. Separate proposal packages containing components of the offer, such as separate proposals submitted by proposed subcontractors will not be accepted. Cost or pricing data, or other information, which may be considered proprietary to subcontractors, shall be submitted with the prime contractor's proposal in a separate sealed envelope. Each volume must have a Table of Contents, a Cover Sheet, and a 1 Page Summary Sheet. Proposals submitted in response to this solicitation must contain the information as outlined below.

## **D. PROPOSAL STYLE**

Each Offeror shall submit a proposal that clearly and concisely describes and defines the Offeror's response to the requirements of the solicitation. Elaborate artwork, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. Additionally, the use of general or vague statements such as "standard procedures will be used," "good engineering practices," or "will comply with specifications" are not acceptable and will not satisfy this requirement. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of understanding or cost consciousness.

**SPECIFIC DETAILED EVALUATION FACTORS ARE STATED IN SECTION M, THOROUGHLY ADDRESS EACH FACTOR IN THE APPROPRIATE SECTION OF YOUR PROPOSAL.**

## **E. VOLUME 1 – General Information**

Offerors shall complete and submit the following, which will comprise Volume I:

1. **Standard Form 1447 "Solicitation/Contract":** This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical proposals. Blocks 11 through 15 (as applicable) shall be completed by the Offeror. Ensure that an authorized individual signs the offer in Block 27 of Page 1 of the solicitation.
2. **RFP Sections B "Supplies or Services and Price/Cost":** All fill-ins to be completed by the Offeror.
3. **Original signed Section K "Representations, Certifications, And Other Statements Of Offerors Or Quoters":** All fill-ins to be completed and signed by the Offeror.
4. **RFP Fill-ins:** All fill-ins to be completed by the Offeror and included in Volume I if not already included in another Volume.
5. **Subcontractor's size certification:** Subcontractors will submit a certification of their business size in accordance with the applicable North American Industrial Classification System (NAICS code 541710).
6. **Amendments:** Offerors shall include all amendments issued for this RFP. If any fill-ins were modified per amendment, complete the fill-in in the most recent amendment addressing the fill-in. Ensure that an authorized individual signs the offer in Block 15 of page 1 (Standard Form 30) of each solicitation amendment.
7. **Responsibility:** In addition, the Contracting Officer must make an affirmative determination that the prospective contractor is responsible in accordance with Subpart 9.1 of the Federal Acquisition Regulation. To assist in this regard, the offeror shall include the following information in Volume I of its proposal:
  - A description of the personnel, experience, and organization available to the offeror considered essential in accomplishing the requirements of the RFP.
  - A statement documenting the financial condition of the Offeror which shall include the Offeror's most recent financial statements.
  - A description of the Accounting System and controls employed by the offeror.
  - A statement of the source and date of acceptance of adequacy of the Offeror's Accounting System.
  - If the Offeror has an approved Purchasing System, source and date of latest review. If the Offeror does not have an approved Purchasing System, state what processes are used for purchases of such items as materials, travel, and training.
  - A list of current Commercial and Government business commitments that may have an effect on the Offeror's ability to comply with the performance schedule.

**8. Small Business Subcontracting Plan:** Pursuant to the provisions of FAR 52.219-9, offerors shall include in Volume I of their proposal a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The offeror's subcontracting plan shall include the specific information set forth in the FAR Clause 52.219-9. It is the Naval Air Warfare Center Aircraft Division's policy that small business concerns (i.e., Small Businesses, Small Disadvantaged Businesses and Women Owned Small Business Concerns) shall have the maximum practicable opportunity to participate in the performance of contracts for the Naval Air Warfare Center. Therefore, any contract awarded as a result of this solicitation shall fully comply with the intent of this policy, and the successful offeror shall agree to pursue an effective and comprehensive small business subcontracting program in compliance with current statute. Consultants may be considered small business concerns as long as the consultants are independent and do not constitute part of a larger company.

The Government requests that the offer remain effective for a period of 120 days from the proposal due date. Unless a different period is specified, the offeror agrees to the 120-day period.

**F. VOLUME II – Key Personnel**

i. Offerors shall clearly demonstrate key personnel proposed meet or exceed requirements of Section C, Personnel Qualifications, as well as the specialized requirements of any specific functional area within AIR-4.11.6.2 for which the individual is proposed. Offerors shall also show the appropriate number of personnel required to support scope and level of effort for proposed work. In the event an Offeror desires to propose only a portion of the entire scope of AIR-4.11.6.2 effort, each Offeror is encouraged to provide as much specialized experience in the proposed functional area as possible.

ii. Offerors shall submit Personnel Data Forms (PDFs) for Key Labor categories (less options) as shown in Section B (See Section J for the PDF and instructions to complete) described in Section C. Personal resumes are not required.

iii. The Offeror shall provide a statement verifying the proposed individual is currently employed by the Offeror or a letter of intent to employ signed by the proposed individual. The letter of intent submitted in the technical proposal shall not contain the salary that the individual agrees to accept.

iv. Since Offerors are required to respond to the entire effort as outlined in Section C, Offerors shall provide the number of PDFs necessary to satisfy the Key Personnel for the portion of the effort proposed.

v. The Offeror shall provide detailed information within the PDF to demonstrate personnel education, experience of the candidate, as well as any other information relevant to the SOW. The PDF will be used to verify qualifications, education, and experience. Descriptions of personnel experience that merely replicate the RFP requirements without providing detailed proof are not acceptable.

vi. An individual may be proposed under more than one labor category. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that person's qualifications shall be upon the Offeror. The following is a list of the key labor categories for this solicitation:

SEE SECTION C FOR PERSONNEL QUALIFICATIONS.

vii. Offerors shall submit a personnel matrix (Cumulative Labor Hour Table) listing all proposed key personnel and providing the following information for each:

- (a) Offeror Name/Identification
- (b) Employee Name
- (c) Indicate the company that the proposed employee is or will be employed by
- (d) Assigned Government Labor Category as specified in this RFP & Corresponding Company Labor Category. Include the actual number from the total required number of resumes to be submitted (i.e. 1 of 3, 2 of 3, 3 of 3, etc.)
- (e) Indicate whether the employee is a current employee or a contingent hire
- (f) Specify the number of hours each employee is proposed to work under this effort for each period of performance
- (g) Identify which areas in the SOW each employee will be assigned to work
- (h) Specify the Level of Security Clearance and whether it is active or non-active.



- (i) Identify hours committed to other efforts (by contract number) based on a 40-hour week
- (j) Specify the type of effort performed
- (k) Indicate whether the effort is Government or Commercial
- (l) Provide explanation of the methods the Offeror intends to use to support this effort with proposed individuals who are currently committed to other contracts/programs awarded to the Offeror.
- (m) Offerors shall provide the names of all Offerors' key personnel who contributed to the development of this proposal.

NOTICE TO OFFERORS: The Government reserves the right to award a contract to an offeror whose proposal contains less than 100% acceptable PDFs. The award will contain an attachment listing of Approved Key Personnel and will clearly delineate under which division(s) each individual is approved to support. To the extent the Government does not accept all of the key personnel proposed by the offeror, the offeror shall, within 14 days after award of the contract, provide the PDF of proposed replacement personnel along with the information required in Section H Clause NAVAIR 5252.237-9501 I "Addition Or Substitution Of Key Personnel (Services)(SEP 1999) – Alternate I (MAR 1999) to the Contracting Officer for approval. Proposed replacement of Key Personnel are subject to the provisions contained in NAVAIR 5252.237-9501 I.

**Offerors shall address all personnel evaluation factors listed in Section M of the solicitation.**

#### **G. VOLUME III – Technical**

The Manpower Utilization Matrix and Small Business Subcontracting Strategy will be submitted in a written format.

### **Section One – Technical Approach**

Sample Tasks shall constitute the Offeror's Technical Approach. Offerors shall provide documentation that clearly demonstrates their specific approach for the successful performance of the tasks listed within the Statement of Work (SOW).

#### **SAMPLE TASK**

Offerors determined to be technically acceptable shall submit a written response to the Sample Task listed below in accordance with the guidelines called out below.

The Offeror shall demonstrate their capability to respond to the following sample work problems demonstrating how they would be performed, including technical approach and applicable documents. In association with providing recommended solutions and resolutions to all of the furnished problems, the Offerors shall provide specific details regarding the methodology used to perform the tasks related to the problems; demonstrate their understanding of the functions stated in the SOW; and describe their understanding of research and development programs and procedures. Offerors shall describe their understanding of the deliverable products identified in the SOW. Offerors shall describe their planned procedures related to their rationale for the scientific and/or technical approach proposed to provide the deliverable products identified in this solicitation. The Offeror shall describe its ability to respond quickly to program requirements.

Unique methods of technically resolving problems identified with the sample work problems are encouraged. However, be mindful of timely accomplishment of contract objectives with minimal risk to technical achievement, schedule risk, and cost. The Offeror should not propose studies in response to the Sample Task but rather a technical report addressing methodologies/recommendations that meet Sample Task requirements.

The Offeror must list the individuals who prepared the response to the Sample Task, including their names, firms, and position titles. Individuals preparing the response to the Sample Task in a position that is defined as one of the key personnel labor categories must be proposed as Key Personnel in the Offeror's proposal. There is no limit to the number of personnel who may be involved in preparing the responses to the Sample Task.

#### **SAMPLE TASK 1: (AIR-4.11.6.2)**

Problem #1: The 4.11.6.2 competency located at the NAWCAD Patuxent River, Maryland has received tasking for H-60 Trainer support of an ECP for a computer host upgrade, new Digital Control Loader (DCL), and Flight Improvement Program (FIP). The trainer is a full motion base OFT trainer used by fleet replacement squadrons for primary training of fleet aviators.

The offeror shall address the following as a minimum in responding to sample problem #1:

The offeror is tasked to provide test pilot support to the test program. Describe the support you will provide including, but not limited to, the following: test planning, scope development, test procedures and methods, test conduct, data analysis, test reporting and documentation reviews.

**Offerors shall address all technical evaluation factors listed in Section M of the solicitation.**

#### **H. VOLUME IV - Past Performance**

The Past Performance Volume shall be subdivided into three (3) sections: List of Contracts, Systemic Improvement, and Quality Awards. Offerors and any Major subcontractors (For the purpose of this solicitation Major subcontractor shall be defined as any subcontractor whose overall proposed cost is \$1,000,000.00 or more) shall each submit the following information by the due date stated above in Section A "Proposal Submission Dates", including contacting their past performance references. The Offeror shall certify that the performance information is complete and accurate.

Offerors, including any subcontractors, shall advise their references to submit the past performance questionnaires by the due date of this Volume. However, an Offerors' past performance proposal will not be considered late if any of their references have not submitted the past performance questionnaire by the due date of this Volume. See paragraph 1(b) for details.

Note: Past Performance Information may be submitted two (2) weeks prior to the proposal closing date, to assist the Government in reducing the evaluation period) Subcontractors may submit this information under separate cover.

##### **1. Section One—List of Contracts:**

a. The Offeror and any subcontractors (proposing cost of \$1,000,000.00 or more) shall submit a list of the most recent four (4) contracts and/or subcontracts completed during the past five years and all contracts and subcontracts currently in process at this time for the Division of the Company submitting a proposal. These contracts must be directly related to the types of tasks that may result from the Statement of Work of this RFP. Directly related contracts are contracts that are a similar type of work and similar in size and complexity. Contracts listed may include those entered into by the Federal Government, agencies of state and local Governments, and commercial customers. For experience not acquired as a prime contractor, Offerors shall identify the prime contractor and describe the depth and extent of the work they performed, to include the percentage of the total contract dollar value performed by their employees. If experience was through other than a formal contract, provide a complete narrative explaining the circumstances. Offerors that are newly formed entities without prior contracts should list contracts, and subcontracts as required for all key personnel. Firms lacking any relevant past performance history shall receive an "unknown" evaluation for past performance. The Offeror must provide the information requested for past performance evaluation, or affirmatively state that it possesses no directly related or similar past performance.

b. Offerors shall contact their past performance references and request that each reference complete the past performance questionnaire (see Attachment (4)) and forward via one of the following

methods: (a) Scan the questionnaire and email to turnerlt@navair.navy.mil, (b) Fax directly to: Contracts, ATTN: Lanelle T. Turner at (301) 757-9729, or (c) Mail to the address in Block 7 of the Standard Form 1447 (Page 1 of this solicitation) BEFORE THE DUE DATE OF THIS VOLUME. The Offeror's proposal shall include a list of the contacted references. The Government may consider questionnaires received after the due date of this Volume. The Government reserves the right to contact references for verification or additional information.

c. Offerors must include the following information for each relevant contract provided in their list:

- i. Name of Contracting Activity
- ii. Contract Number and Title of Contract
- iii. Contract Type
- iv. Total Contract Value
- v. Period of Performance
- vi. Briefly describe the technical and contractual similarities of the referenced contract, including a discussion of any managerial control systems or systemic improvements currently in place to resolve problems.
- vii. Program Manager, Phone Number, and email address
- viii. Contracting Officer, Phone Number, and email address
- ix. Administrative Contracting Officer (if different from H)
- x. List of major subcontractors

**Note:** For subcontractors, Past Performance information (which is required when the total value of the subcontracted portion of the effort is at least \$1,000,000.00) shall identify the prime contractor's name, point of contact, telephone number, and email address of the entity with which business was done.

d. The Offeror shall provide information on the factors listed below describing in detail the information requested:

- i. **Quality Product or Service** – Compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence.
- ii. **Cost Control** – Within budget, current, accurate and complete billings, relationship of negotiated costs to actuals, cost efficiencies, change order issues.
- iii. **Timeliness of Performance** – Meets interim milestones, reliable, responsive to technical and contractual clarifications, complete on time, wrap-up and contract administration, no liquidated damages assessed
- iv. **Business Relations** - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, pro-active, effective contractor recommended solutions, effective small/small disadvantaged business subcontracting program.
- v. **Customer Satisfaction** - Satisfaction of end users with the contractor's service.
- vi. **Key Personnel** - How long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel.
- vii. **Corporate Experience** – Corporate experience (including subcontractor experience) that demonstrates the offeror's ability to perform the tasks in the

Statement of Work. Specific or similar experience performed by prime contractors as well as any major subcontractors within the last five years.

- viii. **Compliance with Subcontracting Goals** – If applicable, the Offeror shall address their past contract and subcontract compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see Subpart 19.7), monetary targets for SDB participation (see 19.1202), and notifications submitted under 19.1202-4(b).

## **2. Section Two—Systemic Improvement:**

The Offeror shall provide information on problems encountered on the contracts and subcontracts identified in Section One and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts as general performance information will be obtained by the references. The Offeror shall provide a synopsis of all contracts in which the Offeror received cure notices(s), show cause letter(s) or was found in default of the contract.

## **3. Section Three—Quality Awards:**

The Offeror shall describe any quality awards or certifications that indicate the Offeror possess a high-quality process for developing, producing, and performing the services required. Such awards or certifications include, for example, the Malcolm Balridge Quality award, other Government quality awards, and private sector awards or certification (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). The Offeror shall identify what segment of the company (one division or the entire company) received the award or certification. The Offeror shall describe when the award or certification was bestowed, and if the award is over three years, present evidence that the qualifications still apply.

## **NOTES:**

- Past Performance information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.
- The Government is not required to assess each reference for existing or prior contracts submitted; however, an analysis of contracts selected on a random basis, including those contracts identified with favorable or unfavorable overall performance, will be performed.
- Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors (whose proposed cost is \$1,000,000.00 or more), and key personnel records.
- The Government reserves the right to use past performance information obtained from sources other than those identified by the Offeror, and that information will be used for the evaluation of past performance. This includes but is not restricted to information obtained by contacting references other than those identified by the Offeror, and through past performance databases. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Offeror. The burden of providing thorough and complete past performance information remains with the Offeror. The Government reserves the right to contact references for verification or additional information.
- Evaluation of past performance will be as objective as possible based on consideration of all relevant facts and circumstances. It will include a determination of the offeror's commitment to customer satisfaction and will include conclusions of informed judgement. However, the basis for conclusions of judgement will be documented.

- In the case of an Offeror, or the proposed employees of the Offeror, that does not have past performance information or with respect to which information is past contract performance is not available, the Offeror shall receive a neutral evaluation.

## **I. VOLUME V – Management Approach**

The Manpower Utilization Matrix and Small Business Subcontracting Strategy will be submitted in a written format.

### **Section One – Management Plan**

**a. Management Plan.** The Offeror must provide a detailed management plan that will be followed during contract execution. The Offeror's management plan shall include sections that clearly demonstrate their ability to manage the overall tasking requirements in support of the SOW. Offerors proposals shall clearly describe their management structure and their organizational elements that will be used for managing this effort including the management of their subcontractors. Offerors shall identify and discuss what work proposed subcontractors will support as it relates to the SOW tasks.

Offerors proposing numerous subcontractors shall define the value of multiple firms performing the same or similar work efforts. Specifically, Offerors proposing multiple subcontractors to support the identical SOW efforts shall address the benefit(s) the Government will achieve and how this method of support will be technically feasible and cost effective in administration of the contract, e.g., progress reviews, prime coordination efforts. The Government will consider non-discussion of these areas in the overall assessment of risk. **The Government's analysis of this area is not intended to discourage or eliminate participation by small businesses, small disadvantaged businesses, and women-owned businesses.** Further, Offerors shall support their proposed Small Business Subcontracting strategy.

The Offeror's management plan must include the proposed lines of responsibility, authority, and communication through which the tasks will be managed, and the procedures to be taken to insure quality control, cost/performance control, and tracking procedures. The Offeror must define the proposed organizational structure (including responsibilities and reporting structure) for the project, how personnel will be assigned from task to task throughout the contract period, and how the proposed project team will interface with both the Offeror's corporate structure and with NAWCAD's structure.

Offerors shall describe their management approach and methods that will be used for maintaining liaison with the Contracting Officer Representative (COR) in support of program requirements. Offerors shall describe the types of reporting systems that will be used for monitoring contract performance including quality control of deliverables, financial monitoring and reporting. Offerors shall describe their ability to respond to work workload fluctuations and personnel substitutions.

Additionally, Offerors shall clearly describe their start up plan, which shall demonstrate their ability to successfully perform the requirements of the statement of work within 30 days of contract award. The Offeror must include a comprehensive startup/staffing plan that details the step-by-step phase-in of employees, addressing the period from contract award to 120 days after contract award; a plan for making changes to the contractor's staff, including assignment, reassignment and training; and replacement of personnel without adversely affecting the technical quality or cost of performance under the contract.

In the event key personnel are proposed more than full-time across multiple proposals (i.e. under a prime proposal and a subcontractor proposal), the Offeror must identify how the Offeror will manage a scenario where the individual is expected to perform if both contracts are awarded. The Government will consider non-discussion of these areas in the overall assessment of performance risk.

The Offeror must identify the policies and procedures in place for verifying education and experience to ensure that résumés submitted for key personnel are current, complete and accurate and meet the requirements of those labor categories. The Offeror must propose policies and procedures for managing and

directing the effort for standardization, productivity, quality, cost control and cost management. The Offeror must describe the plan for early identification and resolution of problems.

The management plan will also discuss the methods by which source documentation provided by the Naval Air Systems Team will be protected and controlled. The Offeror must maintain a facility clearance for storing secret material.

In addition, the Offeror shall provide an augmentation plan demonstrating the ability to respond to workload fluctuation in a timely manner.

**Background Information on Composition of Joint Venture/Partnership.** The Government prefers to contract with a company or corporation as opposed to a partnership or joint venture in the fulfillment of these requirements. If the Offeror is a partnership or joint venture, documentation must be provided which clearly explains the relationship of the parties. This documentation must include, but is not limited to: the structure of the Offeror's organization, responsibilities, liabilities, financial responsibility, managerial responsibility and accountability, and applicable legal documents.

## **Section Two—Manpower Utilization Matrix**

The Offeror must provide a written manpower utilization matrix in labor category sequence for all personnel proposed for all labor categories for the base year only in the format of Attachment (7) "Manpower Utilization Matrix." This Manpower Utilization Matrix will be submitted separately from the Management Plan slides, as a fold-out if necessary. Excessive use of part-time employees will be considered by the Government in the evaluation of overall performance risk. The Offeror should subtotal the labor hours identified in the manpower utilization matrix for labor categories of both the prime and subcontractor(s). If an individual is proposed as a contingency hire, it must be so noted. New hires may not be proposed for Key Labor categories. A contingency hire is defined as an individual who has signed a commitment to work in the event that the contract is awarded to the Offeror. A new hire is defined as an unspecified person to fill an empty billet who is not identified as a current employee of the Offeror or as a contingency hire.

## **Section Three —Written Small Business Subcontracting Strategy**

The Offeror, if a large business, shall address their strategy for utilizing small businesses, small disadvantaged businesses, women-owned small businesses, HUBZONE small businesses, and veteran-owned small businesses (hereafter referred to as small business concerns) for the performance of the contract. In describing its strategy, the Offeror shall describe its approach of identifying small business concerns, the extent of participation of small businesses, the complexity and variety of the work small businesses are to perform, past experience in meeting proposed small business goals, and what processes have been implemented to correct inabilities to meet small business goals. Offerors shall also demonstrate that the strategy is consistent with its Small Business Subcontracting Plan. A Small Business Subcontracting Plan as required by FAR 52.219-9 II shall be provided with the price/cost proposal. The Small Business Subcontracting Strategy shall be based on total contract dollars, with a goal of 15%. The expenditures by small business concerns shall be reported by the prime contractor in its monthly report so that the Government can periodically review and assess the contractor's performance towards their proposed goal.

**Offerors shall address all management evaluation factors listed in Section M of the Solicitation.**

## **J. VOLUME VI – Cost**

There is no limitation on number of pages, page format, or print size for the cost proposal.

The cost proposal shall include a title page, cover sheet, and summary sheet (See General Proposal Requirements). Following the summary sheet, a page shall be included stating the following:

- Total Dollar Value Per Year and Summary for All years

- If subcontractors are proposed, the type of subcontract intended to be implemented.

It is requested that the Offeror prepare the cost proposal in accordance with the following organization, content and format requirements to assist the Government in making a complete and thorough evaluation. An original and four copies of each prime and subcontractor, if applicable, cost proposal shall be submitted to the Procuring Contracting Officer for evaluation.

**All Offerors shall furnish all cost proposal information in the order listed. All Offerors shall maintain the lettering system as shown below. If certain information is not available or not applicable, so state.**

**All subcontractor proposal(s) shall comply with all requirements for the prime contractors cost proposal. Subcontractors regardless of dollar value shall be adequately documented for cost realism purposes.**

- (a) Offerors shall state all assumptions made in preparing the cost proposal. Offerors shall include any qualifications to any requirement of the cost proposal preparation process. If there is any inconsistency, whether real or apparent, between promised performance and cost, it should be explained.
- (b) ONE COPY OF YOUR COST PROPOSAL SHALL BE SENT TO YOUR COGNIZANT DCAA CONCURRENT WITH THE SUBMISSION TO THE PROCURING CONTRACTING OFFICER. YOUR PROPOSED SUBCONTRACTORS, IF ANY, SHALL BE INSTRUCTED TO DO THE SAME. Offerors shall provide confirmation and date that copies of the Offeror's and subcontractor(s) cost proposal(s) were submitted to DCAA.
- (c) Offerors shall provide a list of subcontractors that are submitting cost information independently.
- (d) If you are currently being audited, or have been audited by Defense Contract Audit Agency (DCAA) within the past twelve months, Offerors shall submit the name, phone number and location of the assigned DCAA office and the audit number.
- (e) Offerors shall state whether direct labor rates are subject to a Forward Pricing Rate Agreement (FPRA) with the Government. If so, the Offeror shall attach a copy of the FPRA as Attachment (1) to the Volume IV - Cost Proposal.

If the Offeror is aware of differences between DCAA recommended rates and those rates proposed, the Offeror shall identify the specific rates and explain the differences. This includes labor rates, indirect rates, material burdens, and G&A rates.

The Offeror shall state the escalation rate used for each year and the basis for this particular rate.

The cost proposal must furnish an explanation of the Offeror's "company policy" on the accumulation of costs for vacations, sick leave, holidays, and other compensated leave or time off.

Offerors shall describe how the costs of employee training are treated for accounting purposes and whether such training occurs during the normal workweek or outside the normal workweek. Also, Offerors shall define how Government-sponsored training costs are kept separate from contractor-training costs.

It is recognized that some of the labor category titles used in the RFP may not exactly match the titles normally used in particular company operations. Accordingly, in order to permit a rapid comparison between the labor team proposed in response to this RFP and the Offeror's actual labor mix, each proposal must provide the following:

A cross-reference matrix of labor category nomenclature normally used by the Offeror and the Government's labor categories as set forth in this RFP.

- (ii) A copy of the Offerors' own position description for each labor category.

A cross-reference matrix of labor category nomenclature must be provided.

Offerors shall specify whether proposing uncompensated overtime. If the Offeror is proposing uncompensated overtime, 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997) applies.

The Offeror is to state which labor categories comprise the base(s) for application of labor overhead rate(s). For example, if an Offeror has three indirect labor overhead rates-on-site, off-site, professional and a separate fringe benefits rate for each of the three labor overhead rates, Offeror is to indicate which labor category(ies) are considered on-site, off-site and professional and the base amounts associated with those category(ies), plus the base amount(s) for application of the separate fringe benefits rate(s).

Offerors shall define and explain the rationale for all burdens that will be applied to material. Explain how material rebates, incentives, or other inducements provided to the Offeror will be treated.

Offerors shall indicate any other proposed indirect rate(s) for each year and the base to which the rate is applied.

Offerors shall specify proposed General & Administrative (G&A) rate(s) for each year and the base to which the rate is applied.

If an Offeror elects to claim facilities capital cost of money as an allowable cost, the Offeror must submit the calculation of the proposed amount on a DD Form 1861, Contract Facilities Capital Cost of Money, or computer generated equivalent with the applicable cost of money base and rates displayed. Failure to complete all necessary information may result in delay in analysis and delay in contract award. In addition, the Offeror must provide the percentages for the Distribution of Facilities Capital Employed by land, buildings, and equipment. Current Department of the Treasury Rates are available at <http://www.publicdebt.treas.gov/opd/opdprmt2.htm>.

- (f) Offerors shall provide any desired explanation of how your spreadsheet is constructed.
- (g) Offerors shall ensure that each subcontractor submits a statement indicating whether the release of pricing assistance data results to the Prime Contractor is allowed or prohibited.
- (h) Offerors shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Current annual salary is required only if the Offeror or subcontractor currently employs the employee. If the employee is a contingency hire, the Offeror or subcontractor must include the agreed to annual salary of the prospective employee. The compensation plan for new employees may be estimated, but shall be consistent with the Offeror's overall proposal. See FAR Clause 52.222-46 "Evaluation of Compensation for Professional Employees (FEB 1993)" of Section M of this RFP.
- (i) Offerors are only permitted to use TBD/new hires for non-Key Labor categories in responding to this RFP. If TBD/new hires are proposed, Offerors shall state how they developed the proposed rate(s). New hires shall not be proposed for Key Labor categories.
- (j) Each Offeror's Cost Proposal shall be prepared based on the number of labor hours by labor category, travel, material estimates set forth below under the heading "For Proposal Preparation Purposes Only" herein. Also, indicate how burden and G&A rates, and any other indirect rates are developed, by listing costs included in these indirect cost items.
- (v) Offerors are required to provide an assessment and determination that the cost proposed by any subcontractor is fair and reasonable (FAR 15.404-3).
- (w) Should an Offeror anticipate any other direct charges to this contract (e.g., computer time cost, relocation, facilities expenses, travel cost, acquisition, lease, depreciation, usage charges, etc. of any Government Property, office equipment or Automated Data Processing Equipment, etc.), such cost shall be clearly delineated in the cost proposal and shall be included in addition to the amounts cited above in evaluation of cost.



If composite or category average rates are proposed, provide a breakdown of how they are developed. An example is as follows:

Employee	Labor Category	Base Labor Rate	Escalation	Bid Rate
John Doe	Engineer	\$26.50	3.5%	\$27.43
Jane Smith	Engineer	\$27.25	3.5%	\$28.20
Composite Engineering Rate:				\$27.82

All Offerors are to submit their cost proposals per the format provided below. Offerors may deviate from this general format only to the extent that it further identifies elements of cost. Subcontractors' cost must also follow this general format. By utilizing the following format, a more expeditious Government review will occur. Please note that the labor categories and rates shown are for illustration purposes only.

The following amounts (plus applicable G&A) shall be used by the offeror for proposal preparation purposes:

Period	Travel	Material	ODC
1 February 03 through 30 September 07	\$180,000.00	\$12,000.00	\$12,000.00

**All proposed costs must be adequately supported. The proposal must include sufficient background to show derivation of all costs. If the cost proposal cannot be understood, it may result in the entire proposal being found to be unacceptable and thus eliminated from the competition.**

#### SAMPLE FORMAT

CLIN 0001, BASE YEAR	HOURS RATE	TOTAL	
Direct Labor			
Senior Engineer	10	\$18.00	\$180.00
Senior Analyst	20	\$15.00	\$300.00
Repro Typist	40	\$6.00	\$240.00
Subtotal		\$20,720.00	
Labor Overhead		20%	\$4,144.00
Fringe		20%	\$4,144.00
Total Direct Labor			\$29,008.00
Other Direct Costs:			
Subcontracts			\$X
Travel			\$X
Material			\$X
NMCI			\$X
Subtotal		ETC.	
G&A		%	
TOTAL PROPOSED COST		%	
FACILITIES COST OF MONEY		%	
FIXED FEE		%	
TOTAL PROPOSED COST PLUS FIXED FEE (CPFF)			

Note that fee is **prohibited** on the Travel/ODC amounts, and on Navy Marine Corps Intranet Services.

THE PRIME CONTRACTOR SHALL SUBMIT ITS PROPOSAL ON WHITE BOND PAPER ONLY along with as many CD-ROMs (appropriately labeled as to content) as needed for the entire cost proposal (prime and subcontractor(s), if applicable). CD-ROMs shall be submitted in accordance with the Section I(B)(3) "Electronic Media Requirements."

IF SUBCONTRACTORS ARE PROPOSED, EACH PROPOSED SUBCONTRACTOR IS TO PREPARE A COST PROPOSAL SPREADSHEET IN THE SAME FORMAT AS PRESENTED HERE. If a proposed subcontractor does not want to disclose detailed pricing information to its prime contractor, then the subcontractor shall submit complete cost proposal spreadsheets, as set forth in these instructions, directly to the Contract Specialist identified. However, the prime shall indicate in its proposal the subcontract costs as disclosed to the prime by the subcontractor. If a prime contractor has a subcontractor(s), then each subcontractor(s) proposal shall be prepared and submitted on bond paper OTHER THAN WHITE, and the color selected per subcontractor shall be consistent throughout the cost proposal. In the narrative portion of the cost proposal, the prime contractor shall identify each proposed subcontractor and the color associated with that subcontractor(s) proposal. When the subcontractor(s) submits its detailed cost proposal in accordance with this instruction, it shall submit its cost proposal on the same color paper that the prime has identified to the Government in its cost proposal narrative as being associated with that subcontractor.

Each spreadsheet is to include the following information:

Company Name

City, State, Zip

Solicitation Number

Summarize all Division(s) of AIR-4.11 Support is Proposed for  
Element/Category

**NOTIFICATION TO OFFERORS REGARDING SUBCONTRACTOR FEE:**

Offerors are hereby notified that all fee to be paid under this contract will be paid to the prime contractor in a fee pool for disbursement to their subcontractors. No subcontractor proposal shall contain any amount for fee. The prime contractor shall arrange the manner which the company will distribute fee to each subcontractor. The Government will not be involved in the distribution of fee to subcontractors.

DO NOT LOCK ANY CELLS. LOCKED CELLS WILL MAKE IT DIFFICULT FOR THE  
GOVERNMENT TO EVALUATE YOUR COST PROPOSAL.

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

**52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (DEC 1999)**

Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained--

(a) From the ASSIST database via the Internet at <http://assist.daps.mil>; or

(b) By submitting a request to the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

**52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be ☐ DX rated order; ☐ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. [Contracting Officer check appropriate box.]

(End of provision)

**52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (MAY 2001)**

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's

best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

#### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Level of Effort Services contract resulting from this solicitation.

(End of clause)

#### 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a

sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

#### 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign

concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

## **SECTION M Evaluation Factors for Award**

### **CLAUSES INCORPORATED BY FULL TEXT**

#### **EVALUATION CRITERIA**

(A) General. The Government intends to evaluate proposals and award a contract without discussions. Therefore, offerors are cautioned that their initial offer should contain the best terms from a technical and a cost or price standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The failure of an offeror's proposal to meet any given requirement of the RFP may result in the entire proposal being found to be unacceptable and thus eliminated from the competitive range. The Government reserves the right to award multiple contracts for this contract requirement. The contractors will be selected for award on the basis that the proposals are the most advantageous to the Government, price and other factors considered.

(B) Evaluation Methodology. All evaluation factors other than Cost, when combined, are significantly more important than Cost.

Proposals shall be evaluated in accordance with the evaluation factors listed below. For this procurement, technical factors are considered to be more important than the cost factors. Accordingly, award of this procurement shall be made to the responsible offeror who proposes the best value to the Government, cost and other factors considered.

All technical evaluation factors will receive an adjectival rating which represents how well the Offeror's proposal meets the evaluation standards and solicitation requirements. The technical evaluation factors are stated below in descending order of importance. Key Personnel is the most important evaluation factor. Technical Approach is of a lesser importance than Key Personnel. Technical Approach is higher in importance than Past Performance. Past Performance is slightly higher in importance than Management Approach.

<u><b>Evaluation Factors</b></u>
Key Personnel
Technical
Past Performance
Management Approach
Cost/Price

Although Cost is not the most important evaluation factor, its degree of importance will increase commensurate with the degree of equality among Personnel, Technical, Management, and Past Performance. Further, after evaluation of technical and cost proposals, cost may be the deciding factor for selection, depending upon whether a



highly evaluated technical proposal warrants the evaluated cost differential. **Therefore, prospective Offerors are forewarned that a proposal meeting solicitation requirements with the lowest evaluated cost may not be selected if award to a higher evaluated cost offeror is determined to be most advantageous to the Government.**

(C) Evaluation of Proposals. The Government shall evaluate the offerors' Key Personnel, Technical, Management, using five qualitative rating definitions (Outstanding, Highly Satisfactory, Satisfactory, Marginal, or Unsatisfactory). Proposal risk shall also be assessed for the Key Personnel, Technical, and Management evaluation factors using three descriptive rating definitions (High, Medium, or Low). The Past Performance portion of the proposal shall be assessed for performance risk using six definitions (very low, low, moderate, high, very high, or unknown). The Personnel, Technical and Management proposal risk assessments are equal in importance to the Personnel, Technical and Management qualitative ratings. Under Personnel, Technical and Management, proposal risk assessments will identify the risks associated with an Offeror's proposed approach to accomplish the requirements of the solicitation. Under Past Performance, performance risk assessments of past performance will help predict how a contractor will perform based on contract performance on requirements of similar type, size, and complexity. Proposal information provided for one factor may be used in the evaluation or assessment of other factors if the Government deems it appropriate.

A deficiency in any evaluation subfactor may result in the entire proposal being found to be unacceptable and thus eliminated from the competition. Strengths and weaknesses of the Offeror's proposal, as well as past performance risks, will be assessed in determining which proposal is most advantageous to the Government.

#### **(1) Key Personnel.**

The Offeror's proposed personnel shall be evaluated based upon the factors listed below. Each evaluation subfactor listed below will be evaluated equally.

- a) Evaluation will be based on the extent to which personnel PDFs submitted by the offeror reflect the education and experience required by the Government's Personnel Qualifications delineated in Section C of the solicitation. Proposed personnel must meet or exceed the requirements of each key labor category. Other sources may be contacted to verify contents of each PDF. Education and experience may be evaluated more highly if education or experience exceed the minimum required in accordance with the Personnel Qualifications.
- b) An assessment will be made to determine whether an Offeror's proposal shows an appropriate number of personnel proposed to support the Government's estimate of labor categories and labor hours specified in Section B, Level of Effort;
- c) The Government will also consider the availability of all proposed key personnel based on the commitment of those personnel to other current contracts/programs.

NOTICE TO OFFERORS: The Government reserves the right to award a contract to an offeror whose proposal contains less than 100% acceptable PDFs. The award will contain an attachment listing of approved key personnel. To the extent the Government does not accept all of the key personnel proposed by the offeror, the offeror shall, within 14 days after award of the contract, provide the PDF of proposed replacement personnel along with the information required in Section H, Clause "Additional or Substitution of Personnel" to the Contracting Officer for approval. Proposed replacement of Key personnel are subject to the provisions contained in "Additional or Substitution of Personnel".

#### **(2) Technical.**

The Offeror's Technical Approach shall be evaluated based on the soundness and feasibility of the proposed approach to accomplishing the sample problem set forth in Section L of the solicitation.

**Sample Tasks.** The responses to the sample tasks set forth in Section L will be evaluated to determine the extent of the Offeror's understanding of the Government's requirements, taking into consideration staffing, labor mix, efficiency, timeliness, and potential problems as well as proposed solutions. The clarity and the completeness of responses addressing the special issues and problems associated with the performance of each sample task outlined in Section L will be evaluated.

### **(3) Past Performance.**

Each Offeror will be evaluated on its past performance on existing and prior Government contracts or subcontracts for similar products or services currently ongoing or completed within the past five years. Evaluation will be based on consideration of all relevant facts and circumstances. The evaluation will include demonstrated past performance in quality of product or service; cost control; schedule; business relationships; customer satisfaction; key personnel retention, corporate experience, and compliance with subcontracting goals (if applicable) as outlined below.

The Government will focus on information that demonstrates quality of performance relative to size and complexity of the procurement under consideration. The Government may contact references other than those identified by the offeror and the information received will be used in the evaluation of the offeror's past performance.

Information submitted in Sections One, Two, and Three of Volume III Past Performance will be utilized in the evaluation of Past Performance subfactors. Each subfactor listed below will be evaluated equally.

- a) **Quality Product or Service** – Compliance with contract requirements, accuracy of reports, appropriateness of personnel, technical excellence.
- b) **Cost Control** – Within budget, current, accurate and complete billings, relationship of negotiated costs to actuals, cost efficiencies, change order issues.
- c) **Timeliness of Performance** – Meets interim milestones, reliable, responsive to technical and contractual clarifications, complete on time, wrap-up and contract administration, no liquidated damages assessed
- d) **Business Relations** - Effective management, businesslike correspondence, responsive to contract requirements, prompt notification of problems, reasonable/cooperative behavior, flexible, pro-active, effective contractor recommended solutions, effective small/small disadvantaged business subcontracting program.
- e) **Customer Satisfaction** - Satisfaction of end users with the contractor's service.
- f) **Key Personnel** - How long key personnel stayed on the contract, how well they managed their portion of the contract, the quality and relevancy of the products/services generated by key personnel.
- g) **Corporate Experience** – Corporate experience (including subcontractor experience) that demonstrates the offeror's ability to perform the tasks in the Statement of Work. Specific or similar experience performed by prime contractors as well as any major subcontractors within the last five years.
- h) **Compliance with Subcontracting Goals** – If applicable, past contract and subcontract compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns (see Subpart 19.7), monetary targets for SDB participation (see 19.1202), and notifications submitted under 19.1202-4(b).

NOTICE TO OFFERORS: Award may be made from initial offers without discussions. However, if discussions are held, offerors will be given an opportunity to address unfavorable reports of past performance. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.

Information utilized will be obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, external sources such as the Department of Defense (DoD) Past Performance Automated Information System (PPAIS), and others who may have useful and relevant information. Information will also be considered regarding any major subcontractors (proposing cost of \$500,000.00 or more) or if necessary, key personnel records.

**NOTICE TO OFFERORS: In the event that an external source such as DoD PPAIS is utilized for the evaluation of Past Performance, the Government should share all relevant Past Performance Information from external sources with Offerors as part of the Past Performance Evaluation and must share unfavorable Past Performance Information on which Offerors have not had the opportunity to comment on. The Government must allow the Offeror an opportunity to refute any adverse evaluations in writing. This written opportunity is a clarification and shall be considered as such—it will not be considered a formal request from the Government for additional information and will not constitute discussions. Recent contracts will be examined to ensure that corrective measures have been implemented. Prompt corrective action in isolated instances may not outweigh overall negative trends.**

In the case of an Offeror, or the proposed employee for the Offeror, that does not have past performance information or with respect to which information regarding past contract performance is not available, the Offeror shall receive a neutral past performance evaluation rating.

#### **(4) Management.**

Each Offeror shall be evaluated on the extent to which the proposed Management Approach ensures successful accomplishment of the tasks specified in the Statement of Work. Specific Management Approach evaluation subfactors are listed below. Each subfactor will be evaluated equally.

The Offeror's overall management structure and organizational elements that will be used for completing the defined tasks and subtasks of the Statement of Work, inclusive of managing subcontractor efforts will be assessed. The Offeror's proposed methods for maintaining liaison with the Contracting Officer's Representative (COR) in support of program requirements will be evaluated. Other factors which will be evaluated are:

- a) **Management Plan.** Evaluation of the management plan will be based on a demonstration of sound business practices in response to the requirements of Section L. These factors are:
  - i) The proposed reporting systems for monitoring qualitative and quantitative aspects of contract performance including quality control of deliverables, financial monitoring and reporting.
  - ii) The feasibility of the Offeror's proposed start-up plan to fully perform within 30 days after contract award.
  - iii) The Offeror's proposed proportion of contingency hires (if applicable).
  - iv) The Offeror's proposed approach to sufficiently respond to workload fluctuations (up and down) and personnel substitutions in a timely manner, and;
  - v) The Offeror's management approach regarding the proposed subcontractors. Any proposed use of multiple subcontractors by the Offeror in the performance of the same or similar tasking of the SOW. The Offeror's ability to define how the use of such subcontracting efforts will be beneficial and cost effective to the Government.

- vi) The Offeror's structured partnership/joint venture (if applicable).

Any subfactors that are not applicable to an Offeror will result in a qualitative rating of satisfactory with regard to that subfactor.

**NOTICE TO OFFERORS: A poorly defined management approach regarding the proposed subcontractors, a poorly defined integration of a large number of subcontractors, a poorly structured partnership/joint venture, a high proportion of contingency hires, a poor staffing plan, or poor augmentation plan will result in the assessment of increased proposal risk and/or a reduced qualitative rating.**

- b) **Manpower Utilization Matrix.** The adequacy of all personnel proposed and their planned utilization will be evaluated based on the offeror's manpower utilization matrix. Any discrepancies between what is presented in the manpower utilization matrix and other parts of the offeror's proposal may result in the assessment of increased proposal risk and/or a reduced qualitative rating.
- c) **Small Business Subcontracting Plan:** *(Note: this factor is Pass/Fail and only applies to Large businesses)*: The Small Business portion of the subcontracting plan will not be subject to merit rating evaluation. However, proposals that do not address all of the goals identified in Section L of this solicitation may not be considered for further evaluation.

**NOTE:** The Offeror shall submit a Small Business Subcontracting Plan conforming to the requirements of FAR 52.219-9 (Jan 1999) (see also DFARS 252.219-7003 (Apr 1996)). The requirement for a subcontracting plan applies to Large Businesses only. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offerors proposal.

#### **(5) Cost Realism and Cost.**

**Cost Realism.** Cost realism pertains to the Offeror's ability to project costs which are reasonable and which indicate that the Offeror understands the nature of the work to be performed.

The Government shall consider Cost Realism in the evaluation of the offerors cost proposal, and will use Cost Realism to determine what the Government should realistically expect to pay for the proposed effort. The realism of cost proposals will be assessed and adjusted accordingly. Cost Realism will be determined, in part by reference to the costs which, under FAR 31.201.3, the Offeror can reasonably be expected to incur in the performance of this requirement. Any understatement or overstatement of costs, whether in labor hours, labor rates, overhead rates, other indirect costs, or other direct costs, may be considered a reflection of lack of understanding of the work required. The Cost Realism evaluation will result in a determination of the most probable cost to the Government for the base effort and all options.

An analysis will be performed to determine whether an offeror's proposed cost and compensation of personnel is realistic for the work to be performed and consistent with retention of proposed employees. This assessment may include, but is not limited to the following:

- a) Actual salary comparisons for similar work under other NAVAL AIR SYSTEMS TEAM contracts, comparable civil service employee compensation;
- b) DCAA audit comparisons;
- c) Review of proposed amounts of uncompensated overtime. The Government discourages the use of uncompensated overtime as defined in FAR 52.237-10,

“Identification of Uncompensated Overtime” found in Section L. Based on the assessment of the requirements, the Government considers it to be unrealistic and unwise to expect long-term employees to continually work in excess of 40 hours per week (unless it is part of an alternative work schedule such as that which corresponds to the Government’s condensed work schedule which is based upon 80 hours every two weeks). NO COMPETITIVE ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED;

- d) An evaluation of benefit packages proposed, and an evaluation of compensation for professional employees pursuant to FAR Clause 52.222-46, “Evaluation of Compensation for Professional Employees”. The analysis may result in the assessment of increased proposal risk and/or a reduced qualitative rating; and
- e) Congruence between technical and cost proposals shall also be utilized to determine the realism of proposed costs.

**Cost.** In addition to cost realism, cost shall also be reviewed to determine reasonableness and fairness.

The travel, material, and NMCI amounts specified in Section B will be utilized for evaluation purposes. Unrealistically low labor rates shall be considered in risk assessment and may result in increased cost adjustment. For evaluation purposes only, the evaluated cost is the higher of either (i) the sum of the offeror’s proposed total estimated cost and fee or (ii) the Government’s determination of the most probable cost and fee.

**Single Award For All Items (Jan 1992) (NAVSUP)**

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

(End of provision)

**52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)